

17 ask that the witness --  
 18 A Counsel, I'm sure, could help me  
 19 JUDGE WALSTON At this point he  
 20 says he just doesn't remember If there's one  
 21 out there --  
 22 Q (By Ms Brown) So you think there  
 23 might be an order that might be at odds with  
 24 Maine, but you can't remember what it is?  
 25 A I know that I've read the order  
 0818  
 1 Q But you cannot identify that order  
 2 today?  
 3 A Off the top of my head without my list  
 4 of orders in front of me, I couldn't give you,  
 5 by memory, the name of the order  
 6 Q Do you have that list anywhere? Is it  
 7 available to you here?  
 8 A I believe counsel knows the order I'm  
 9 referring to  
 10 MS BROWN I'm happy for that  
 11 order to be identified.  
 12 JUDGE WALSTON I don't know if  
 13 you're just testing his knowledge or if you  
 14 really want to know  
 15 MS BROWN I really want to know  
 16 JUDGE WALSTON Can you help him,  
 17 Mr McCollough?  
 18 MR. MCCOLLUGH It's Docket  
 19 24015, what we've been calling the so-called FX  
 20 docket  
 21 JUDGE WALSTON Does that sound  
 22 right to you, Mr Goldstein?  
 23 A Sounds right  
 24 Q (By Ms Brown) That is the basis for  
 25 your opinion that the Commission has entered an  
 0819  
 1 order which is at odds with the Maine order?  
 2 A Yes  
 3 Q Is that the same -- when you state at  
 4 Line 14 that the Maine decision was an outlier,  
 5 most states, including Texas, have allowed VNXX  
 6 service -- when you say Texas there, again,  
 7 you're referring to the 24015 order?  
 8 A Yes  
 9 Q Then you state down at Line 22 that  
 10 several states, such as Texas, have either  
 11 expressly disagreed with Maine or very much  
 12 limited the effect of the Maine decision  
 13 Again, are you referring there to the 24015  
 14 order?  
 15 A Yes  
 16 Q Now, at Page 3 of your testimony, in  
 17 the answer that begins at Line 8, is it your  
 18 testimony that a virtual NXX is not similar to  
 19 an 800 service?  
 20 A Yes  
 21 Q Would you agree that virtual NXX is a  
 22 substitute for an 800 service?  
 23 A There are some situations in which it  
 24 could be used as a substitute

25 Q Have you ever suggested the use of  
 0820  
 1 virtual NXX as a substitute for 800 service?  
 2 A Excuse me?  
 3 Q Have you ever suggested use of a  
 4 virtual NXX as a substitute for an 800 service?  
 5 A Suggested to whom?  
 6 Q To anyone  
 7 A I don't recall It's an option that  
 8 I'm aware exists, but I can't imagine  
 9 actually -- the applications for which 800 is  
 10 used -- it's very rare that virtual NXX would do  
 11 because of their different geographic scope,  
 12 their different economics, their different  
 13 network design There may be some people who  
 14 have used 800 for purposes that are  
 15 inappropriate in that sense, but I can't think  
 16 of actually having suggested it, no  
 17 (CenturyTel Exhibit No 16 marked)  
 18 Q (By Ms Brown) Mr. Goldstein, do you  
 19 have in front of you the document that has been  
 20 marked as CenturyTel Exhibit 16?  
 21 A Yes  
 22 Q Can you review that document, please,  
 23 to familiarize yourself with it?  
 24 A Yes, I'm familiar with it  
 25 Q Is this a response you provided on an  
 0821  
 1 Internet web page to a question by a Mr Randy  
 2 Lowenberg?  
 3 A No, it was a response I provided on a  
 4 mailing list It was archived on a web page,  
 5 but it was provided via mailing list, later  
 6 shown on an archive  
 7 Q So this -- is this a correct copy of  
 8 the response that you provided?  
 9 A Appears to be  
 10 Q In this response, do you state that --  
 11 in the third paragraph, "The numbers work out  
 12 much better (than any 800-based solution) if you  
 13 use virtual NXX as a CLEC even without recip  
 14 because at least then you're not paying to  
 15 receive calls"?  
 16 A Yes  
 17 Q Aren't you, in this response, providing  
 18 information to Mr Lowenberg about use of VNXX  
 19 as an alternative to an 800 equivalent service?  
 20 A No Actually, I take your question  
 21 about using it as a substitute to mean for  
 22 someone who is actually using 800 service In  
 23 this case, we were discussing the options --  
 24 Mr Lowenberg is in fact a client of mine, and  
 25 we were carrying on a discussion in public, but  
 0822  
 1 he has been a client, and he is a major provider  
 2 of virtual NXX service  
 3 The question was, "In areas where  
 4 virtual NXXs is impractical what could be done  
 5 on a theoretical basis using 800 service?" I'm  
 6 not aware of any situation where -- in fact, my

1 transport on those trunks. It's a form of  
2 bill-and-keep arrangement, I guess one could  
3 say, or a form of barter.  
4 or has it provided a copy of any such  
5 agreement of that nature to CenturyTel of San  
6 Marcos?  
7 A Not that I'm aware of.  
8 Q Has it provided any facilities between  
9 where that southwestern Bell trunk terminates  
10 and where the San Marcos -- where that trunk  
11 terminates to reach any switching facility of  
12 CenturyTel of San Marcos in San Marcos?  
13 A Can you repeat the question?  
14 Q Yes. Does ASAP have any facilities  
15 between where the southwestern Bell trunks  
16 terminate and where -- and the switching  
17 facilities of CenturyTel of San Marcos in San  
18 Marcos?  
19 A No dedicated facilities  
20 Q Does it have any facilities?  
21 A Not that I'm aware of.  
22 Q Is there any other interoffice trunking  
23 that in your opinion ASAP has within the San  
24 Marcos exchange?  
25 A Within the San Marcos exchange, no  
1 Q Would you also agree that an ASAP  
2 512-384 number may be received by a paging  
3 customer anywhere that paging customer might be  
4 at the time the page is placed and not just when  
5 that paging customer is in Lockhart?  
6 A Anywhere within the ASAP paging  
7 coverage area, yes, if they are subscribing to  
8 the area-wide service.  
9 Q From ASAP?  
10 A From ASAP.  
11 Q Now, would that answer be the same with  
12 respect to the Kyle and Fentress numbers if  
13 those numbers were used for paging?  
14 A Yes.  
15 Q Now, on page 2, you say that the  
16 decision of the Maine Commission is an outlier  
17 Do you recall using that term?  
18 A Yes.  
19 Q Would you agree that the FCC's notice  
20 of proposed rulemaking where it decides in part upon the  
21 take up the NXX issue is based in part upon the  
22 decision of the Maine Commission?  
23 A The FCC -- I don't know if I would  
24 characterize it as "based upon." The FCC  
25 recognizes that the Maine decision is at odds  
1 with previous decisions in Texas, California and  
2 many other states, and is, therefore, seeking  
3 perhaps to clarify the issue on a nationwide  
4 basis.  
5 Q Would you turn to ASAP Exhibit 37,  
6 please?  
7 A Found it  
8 Q Could you turn to page -- Paragraph 115

9 of that order?  
10 A Yes.  
11 Q Does the FCC state, "The Maine Sub-  
12 utility Commission recently addressed the issue  
13 of virtual NXXs when it directed the NANPA to  
14 reclaim the NXX codes that Brooks Fiber used to  
15 provide unauthorized interexchange service as  
16 opposed to facility-based local exchange  
17 service?" Does the FCC make that statement?  
18 A Yes.  
19 Q Does the FCC, in this paragraph, make  
20 any reference to any order from the Texas  
21 Commission?  
22 A No.  
23 Q Have you provided in your -- I believe,  
24 in your response you say the FCC says that the  
25 Maine decision is out of line with orders of the  
1 Texas Commission. Was that your testimony?  
2 A Yes.  
3 Q Where does the FCC make that statement?  
4 A No, the FCC does not make that  
5 statement.  
6 Q All right. Thank you. To the extent  
7 your prior testimony was that the FCC said the  
8 Texas Commission -- that the Maine decision was  
9 out of line with the Texas Commission, you  
10 retract that?  
11 A No, I don't believe I said that the FCC  
12 "said that the Texas Commission." I believe I  
13 stated that the FCC recognized that the Maine  
14 decision was inconsistent with decisions in  
15 Texas and other states.  
16 Q Where does the FCC do that?  
17 A They don't do it -- they don't  
18 explicitly mention the other states  
19 MR. MCCOLLOUGH: Objection, Your  
20 Honor.  
21 Q (By Ms. Brown) Where does the FCC make  
22 the statement that you are quoting now in your  
23 testimony?  
24 A I'm not quoting. I'm stating fact  
25 Q Where does the FCC make the statement  
1 that you quote as a fact?  
2 A The FCC does not make that statement.  
3 It is a fact that the Texas Commission's  
4 previous ruling on the issue is not identical  
5 with that of the Maine Commission. This is a  
6 topic that the FCC is now considering  
7 Q What Texas decision do you refer to as  
8 being out of -- as being inconsistent with the  
9 Maine decision?  
10 A It was the -- virtual NXX was addressed  
11 in Texas, I believe in -- it was Level 3, was  
12 the -- I don't recall the name of the  
13 of decisions. I don't recall the name of the  
14 docket in Texas. I did read it when I was  
15 preparing for a previous case.  
16 MS. BROWN: Your Honor, I would

11 service to its customers?  
12 A No As I just said --  
13 Q We'll just move on and let those  
14 answers suffice You're not familiar with a  
15 paging carrier ordering service directly within  
16 an exchange and offering customers within that  
17 exchange local dialing to the numbers in that  
18 exchange?  
19 A Ordering service -- a paging carrier is  
20 not a customer of service A paging carrier is  
21 a co-carrier  
22 MS BROWN I think, Your Honor,  
23 the question can be answered with a yes or no  
24 A The answer would be no because it would  
25 be non sequitur

0809

1 MS BROWN Your Honor, I would  
2 ask that the witness' further comments be  
3 stricken  
4 JUDGE WALSTON Okay I'll strike  
5 all of that, and why don't you reask your  
6 question because I lost track of the question  
7 MS BROWN I'll reask my  
8 question  
9 JUDGE WALSTON Mr Goldstein, to  
10 the extent you can answer yes or no, do so, and  
11 then Mr McCollough can bring it out on his  
12 redirect if he needs to, unless you feel like  
13 you can't, you know, fairly --

14 A The question was leading  
15 JUDGE WALSTON She's entitled to  
16 lead on cross-examination  
17 (Laughter)  
18 JUDGE WALSTON Do you remember  
19 your question? Are you going to restate the  
20 question?  
21 MS BROWN Yes

22 Q (By Ms Brown) Your testimony at the  
23 bottom of Page 1 identifies only two options for  
24 paging carriers to provide their customers with  
25 toll-free numbers Do you see that testimony?

0810

1 A Yes  
2 Q Would you agree with me that a paging  
3 carrier can order Type 1 interconnection within  
4 a local exchange, and for all customers that  
5 have service within that local exchange, a call  
6 to that Type 1 interconnection would be a local  
7 call?

8 A Yes  
9 Q Would you agree with me that the FCC,  
10 in the TRS order and the Mountain order, also  
11 identified other means by which a paging carrier  
12 can establish service such that calls to the  
13 paging carrier are toll free to the calling  
14 party -- to the paging carrier's customers are  
15 toll free to the calling party?

16 A The FCC did mention that there were  
17 other --

18 Q That's a yes or no question

19 A -- possibilities, yes  
20 Q So these are not the only options that  
21 are available for local calling Is that  
22 correct?

23 A No The other option was to buy down  
24 the toll

25 Q Isn't that an option?

0811

1 A As I said, there are two options, and I  
2 said if Option 2 were not available, Option 1  
3 would be available Option 1 being the one that  
4 SBC is in the process of withdrawing

5 Q Let's walk through this again You say  
6 at Line 33 that if Option 1 is withdrawn, it  
7 would leave paging customers without local  
8 service Is that correct?

9 A Yes

10 Q Would you agree with me that there are  
11 other options, even if Option 1 were withdrawn,  
12 by which a paging carrier can offer its  
13 customers -- its paging customers a service by  
14 which other callers can call them on a toll-free  
15 basis?

16 A Yes, that's what I said in the next  
17 sentence

18 Q There are options, other than those you  
19 mention in the next sentence, are there not?

20 A No, not that I'm aware of

21 Q Upon Page 2, Lines 5 to 6, you say ASAP  
22 has paging transmitters which service these  
23 areas Would you agree that ASAP has no switch  
24 or interoffice trunking in San Marcos?

25 A No

0812

1 Q Does ASAP have a switch in San Marcos?

2 A No.

3 Q Do they have interoffice trunking in  
4 San Marcos?

5 A Yes

6 Q Where is that interoffice -- where does  
7 ASAP have interoffice trunking in San Marcos?

8 A It is provided by Southwestern Bell to  
9 the hut They are using common facilities with  
10 Southwestern Bell

11 Q ASAP provides its own trunks within the  
12 Southwestern Bell facilities?

13 A No, they don't provide their own

14 They --

15 Q They use Southwestern Bell's  
16 facilities?

17 A Correct

18 Q Do they pay for those facilities?

19 A Yes

20 Q How?

21 A Prime -- the primary means of payment  
22 to date, as I understand it, is that ASAP Paging  
23 has agreed to waive its reciprocal compensation  
24 that it would be due for calls terminated from  
25 Southwestern Bell in exchange for not paying the

0813

21 area of the internal procedures of ASAP I  
22 would defer to Mr. Galtjen's testimony in that  
23 regard  
24 Q Now, is it your testimony that the use  
25 of a virtual NXX is the only means that a  
wireless carrier can use to obtain local calling  
0804  
1 wireless carrier can use to obtain local calling  
2 from a given rate center?  
3 A No  
4 Q Can't the ISF order local service  
5 within a given rate center -- established point  
6 of interconnection within a given rate center  
7 and order local service?  
8 A Excuse me. The question was virtual  
9 NXX. I believe I stated that this is not  
10 virtual NXX service at all  
11 Q Could you respond to my question,  
12 please?  
13 A Well, the first question was do I agree  
14 that virtual NXX is the only way to use it, and  
15 I've stated that by definition this is not  
16 virtual NXX service. So, therefore, virtual NXX  
17 cannot be the only way because the service is  
18 not virtual when there are actual physical  
19 paging network coverage of the area  
20 That's distinctive from virtual NXX  
21 physical coverage in that area, but these paging  
22 carriers have genuine radio waves -- towers,  
23 transmitters, whatever, and presumably physical  
24 customers in those areas making these NXXs codes  
0805  
1 assigned to paging customers not virtual at all  
2 So with regard to the assignment of NXX  
3 codes, these are in marked contrast to, say,  
4 Level 3's precedents. These are not virtual NXX  
5 codes  
6 MS. BROWN. Your Honor, I move to  
7 move to strike the response as being  
8 nonresponsive  
9 JUDGE WALSTON: I'll grant the  
10 motion to strike. Be sure and listen to her  
11 question and answer her what she asks  
12 Q (By Ms. Brown) On page 1 of your  
13 testimony at line 33 -- beginning at line 32,  
14 you're talking about what options ASAP has to  
15 provide its customers with a toll-free number  
16 One is the reverse bill prefix, in which case it  
17 bears a usage charge, and then you say with  
18 respect to that, "This service is provided, but  
19 it could be withdrawn in the future, which would  
20 leave paging customers without local service."  
21 That's correct  
22 Q Are you saying that reverse billed  
23 numbers are the only way a paging customer can  
24 get toll-free local -- a paging carrier can  
25 offer toll-free local calling today?  
0806  
1 A No, I'm not. I'm saying customers  
2 using that option would lose their local service

3 unless some other alternative were then in its  
4 place on a customer-by-customer basis  
5 Q Then you state the other option is to  
6 use NXX codes assigned to areas where its paging  
7 customers might be located. Is that how you  
8 would describe ASAP's assignment of its  
9 NPA-NXXs?  
10 A Yes  
11 Q Is it your testimony that those are the  
12 only two ways by which a paging carrier can  
13 establish local calling? You would agree with  
14 me it's not -- the paging carrier --  
15 A I would say that they're the only --  
16 JUDGE WALSTON. Wait, wait, wait.  
17 You're talking over each other. Did you finish  
18 your question?  
19 MS. BROWN. No.  
20 JUDGE WALSTON. Let her finish her  
21 question  
22 Q (By Ms. Brown) Would you agree with me  
23 that paging carriers have other options than  
24 these two you've mentioned to afford their  
25 customers local calling? That's a yes or no  
0807  
1 question  
2 A No, I don't believe there are other  
3 options that would constitute local calling  
4 All right  
5 A They would constitute toll calling,  
6 including 800, which is a form of toll  
7 What about -- you're saying there's no  
8 arrangement by which a paging carrier can  
9 establish facilities within a local calling area  
10 and obtain local calling to those facilities?  
11 A The status of that as a local -- it  
12 you're referring to the Type 1 interconnection  
13 with foreign exchange special access, that has  
14 been determined in these cases that were brought  
15 up earlier today to be a form of interexchange  
16 service  
17 So whether a Type 1 interconnection,  
18 which would be technically inferior to the  
19 existing Type 2, but whether the Type 1  
20 interconnection would constitute local service  
21 when extended via special access to the paging  
22 terminal, again, it would provide a local number  
23 to the caller, but that would fall within my  
24 phrase here, which is "The other option is to  
25 use NXX codes assigned to areas where its paging  
0808  
1 subscribers might be located."  
2 The fact that these are ILSC numbers as  
3 ILSC subscribers times using Type 1  
4 interconnection doesn't change the fact that it  
5 falls under that same phrase as the Type 2  
6 interconnection that ASAP uses. In either case,  
7 it is a local number  
8 Q So there are other options than the two  
9 you've outlined here for providing local  
10 service -- for a paging carrier to provide local

5 additional data for the rebuttal testimony  
6 stage  
7 Q Were you provided with any data in  
8 anticipation of your testimony from any --  
9 A Not that I recall  
10 Q May I finish?  
11 A Please  
12 Q Were you provided with any data from  
13 ASAP to use in the preparation of your rebuttal  
14 testimony?  
15 A I don't recall new data being provided  
16 in the rebuttal stage that I had not seen during  
17 the direct stage  
18 Q Is there any data provided to you at  
19 all by ASAP?  
20 MR McCOLLOUGH Is Ms Brown  
21 asking about the data used that he relied on for  
22 purposes of his testimony?  
23 JUDGE WALSTON I assume so  
24 That's what's asked in the RFIs and the  
25 exhibits

0800

1 MS BROWN Yes  
2 MR McCOLLOUGH All right  
3 A In the process of preparing my  
4 testimony, I did make use of available data,  
5 including the local exchange routing guide,  
6 which isn't mentioned here but has been  
7 mentioned in everyone's testimony because it is  
8 the industry standard reference  
9 It is a licensed document that many of  
10 the parties have access to, and I, of course,  
11 was party to the many documents received in  
12 discovery that -- I did receive copies of the  
13 documents in discovery and copies of other  
14 evidence that was included in this case, so I  
15 didn't --  
16 Q (By Ms Brown) When you say --  
17 A Other documents that had been submitted  
18 as other people's testimony, but those were  
19 already entered by other people I'm not quite  
20 sure what we're getting at here  
21 Q Well, you make a statement -- well, let  
22 me ask you just to complete this, was there any  
23 data provided to you by ASAP that you've not  
24 provided in response to these requests for  
25 information?

0801

1 A Other than material that was provided  
2 as evidence already under Mr. Gaetjen's  
3 testimony, et cetera, I don't recall any data,  
4 other than this  
5 Q When you say "evidence presented as his  
6 testimony," you mean just the prefiled direct  
7 testimony prepared by Mr. Gaetjen, or was there  
8 anything else?  
9 A No, I'm referring to the direct  
10 testimony. There were several rounds of  
11 discovery. Much of the data that I have seen  
12 came from several rounds of discovery. I didn't

13 explicitly mention that because that's part of  
14 the case documentation, but I did make use of  
15 the discovery information  
16 Q Including ASAP's responses to  
17 discovery?  
18 A Yes.  
19 Q Was there any data, other than ASAP's  
20 responses to discovery or Mr. Gaetjen's  
21 testimony, that ASAP provided to you in the  
22 course of your preparation of your testimony?  
23 A ASAP provided me with CenturyTel's  
24 responses to discovery. They provided me with  
25 the copies of CenturyTel's responses. I am

0802

1 covered by the protective order, and I believe  
2 that was clerically handled by ASAP's counsel.  
3 Q I'm really interested in finding out if  
4 there was data regarding ASAP provided to you,  
5 other than ASAP's own answers in discovery in  
6 this proceeding?  
7 A Is there a particular datum that you  
8 are interested in?  
9 Q I'm interested in all data provided to  
10 you by ASAP that you used for the preparation of  
11 your testimony  
12 A I am not -- I cannot recall any  
13 specific data to that extent, other than those  
14 which I've already mentioned  
15 Q Now, you say at lines -- on Page 1 of  
16 your testimony at Lines 24 to 29 that the actual  
17 number of NPA-NXXs used by Internet service  
18 providers is a small number. ISPs need only one  
19 number in an NXX block. Do you see that  
20 testimony?  
21 A Yes  
22 Q Do you understand that the issue here  
23 is not the number of numbers that are used by  
24 ISPs but the number of NPA-NXXs that are  
25 consumed when an NPA-NXX is assigned to each

0803

1 rate center for which ASAP seeks toll-free local  
2 calling?  
3 A Yes  
4 Q Do you agree that ASAP has no NPA-NXX  
5 assigned to San Marcos?  
6 A That is correct  
7 Q Do you agree that ASAP does not reserve  
8 any of the 512-384 numbers for use solely by  
9 residents within -- customers who are resident  
10 within the Lockhart exchange?  
11 A I am not aware of what procedures ASAP  
12 uses to assign numbers, nor -- according to what  
13 I've read of ASAP's testimony, nor are they  
14 aware of the locations that their subscribers  
15 will be when they take such a number  
16 Q So it would be your testimony then in  
17 assigning numbers the location of the customer  
18 is not utilized by ASAP for the purpose of  
19 assigning numbers?  
20 A I would not claim to be expert in the

15 Mr. Goldstein, and, Mr. Goldstein, I'll just  
16 remind you that you remain under oath from the  
17 previous round of this proceeding  
18  
19  
20  
21  
22  
23  
24  
25

0795

1 MR. GOLDSTEIN: I understand  
2 REBUTTAL PRESENTATION ON BEHALF OF  
3 ASAP PAGING, INC.  
4 FRED GOLDSTEIN,

5 having been first duly sworn, testified as  
6 follows

7 DIRECT EXAMINATION

8 BY MR. MCCOLLOUGH

9 Q You're the same Fred Goldstein who was  
10 here on direct earlier, aren't you?

11 A Yes, I am

12 Q Did you cause to be prepared some  
13 prefiled rebuttal testimony consisting of  
14 approximately 30 written pages?

15 A Yes, I did

16 Q Is that testimony before you now marked  
17 as ASAP Exhibit 43?

18 A Yes

19 Q Do you have any changes, additions or  
20 corrections to make to that testimony?

21 A Not at this time

22 Q Was this testimony prepared by you or  
23 under your direction and control?

24 A Yes

25 Q If I were to ask you the same questions

0796

1 live on the stand today as are contained in ASAP  
2 Exhibit 43, would you give the same answers?

3 A Yes

4 Q Are the answers in ASAP 43 true and  
5 correct to the best of your knowledge and  
6 belief?

7 A Yes.

8 MR. MCCOLLOUGH: At this time, I  
9 offer ASAP Exhibit 43. I'll note for the record  
10 that we have made a diligent attempt to go  
11 through and incorporate the Judge's rulings on a  
12 motion to strike, and the record copy should  
13 reflect that. I offer 43.

14 JUDGE WALSTON: I've previously  
15 made rulings on the prefiled objections and  
16 motions to strike, and subject to my rulings on  
17 those, ASAP Exhibit 43 will be admitted

18 (ASAP Exhibit No. 43 admitted)

19 MR. MCCOLLOUGH: I tender the  
20 witness for cross.

21 JUDGE WALSTON: Ms. Brown?

22 MS. BROWN: Thank you, Your Honor

CROSS-EXAMINATION

24 BY MS. BROWN

25 Q Mr. Goldstein, do you recall that

0797

1 ASAP -- I'm sorry. Do you recall that  
2 CenturyTel submitted a request for information  
3 asking the witnesses to provide all documents,  
4 tangible things, reports, models or data  
5 provided by, received by or prepared for the  
6 witness in anticipation of the witness'  
7 testimony?

8 A I'm a little confused about what that's  
9 referring to

10 Q Do you need to see a copy of that  
11 request?

12 A I would just like to see what exactly  
13 you're referring to

14 CenturyTel Exhibit Nos. 14 and 15  
15 marked)

16 Q (By Ms. Brown) Mr. Goldstein, I'll  
17 hand you the documents that have been marked as  
18 CenturyTel Exhibit 14 and CenturyTel Exhibit 15

19 A Yes

20 Q Could you take a look at those?

21 A Yes

22 Q Were you asked in the course of  
23 preparing for the hearing to provide all  
24 documents, tangible things, reports, models,  
25 data provided by, received by or prepared for

0798

1 you in the course --

2 A Yes

3 Q -- of and in anticipation of your  
4 testimony?

5 A Yes

6 Q Are these the responses that were  
7 prepared either by you or on your behalf?

8 A Yes

9 Q I'm sorry. "These" being CenturyTel  
10 Exhibit 14 and CenturyTel Exhibit 15?

11 A Yes

12 Q Is it correct that CenturyTel 14 was  
13 prepared before your rebuttal testimony was  
14 filed?

15 A Yes

16 Q Did you supplement your -- excuse me  
17 CenturyTel Exhibit 15 was prepared subsequent to  
18 14 -- CenturyTel 14?

19 A I'm not sure offhand of the dates they  
20 were prepared. I'm not aware of any major  
21 difference in when these were prepared.  
22 Probably 15 came a little later.

23 Q Can you tell me, did you provide any  
24 data in response to this request for information  
25 associated with your rebuttal testimony?

0799

1 A New data -- not that I'm aware of

2 Q Any data associated with your rebuttal  
3 testimony

4 A I don't believe I have identified any

MR STEWART I apologize I

25  
0790

1 don't even need to refer to that at all  
2 Q (By Mr Stewart) Simply, Mr Kelsaw,  
3 do you have an understanding as to whether this  
4 ELCS arrangement between Lockhart and San Marcos  
5 was approved before or after the Texas  
6 legislature and the U S Congress allowed  
7 competition on local service?  
8 A Would you know what that specific date  
9 is that allowed the competition? Because the --  
10 it's my understanding that the order approving  
11 it was approved in March of 1995 So that was  
12 before -- it would be before If it's after,  
13 then it's after, but that's when it was  
14 approved

MR STEWART That's all Thank

15 you  
16 JUDGE WALSTON Ms Brown,  
17 anything else?

MS BROWN No, Your Honor

JUDGE WALSTON Anything else  
21 based on the redirect, Mr McCollough?

MR MCCOLLOUGH: I'm trying to  
23 formulate a quick question so we can get in and  
24 out of here

RECROSS-EXAMINATION

BY MR MCCOLLOUGH

Q When an ILEC is trying to prove up its  
4 ELCS fee revenue requirement and/or if it seeks  
5 to surcharge, it has to demonstrate, or at least  
6 assert, to the Commission a specific amount of  
7 revenues that are lost because what used to be  
8 toll will now be local Right?

A At the date of implementation of the  
10 ELCS petition. So from that particular date,  
11 once its implemented, whatever they were  
12 receiving before, that's where they could claim  
13 the loss, up to that point in time

Then once it becomes local -- you know,  
15 once it becomes local, then, I mean -- I  
16 think -- and this is my personal opinion on  
17 this, is that once it becomes local, then  
18 certain costs are no longer -- should be allowed  
19 at that point once it becomes local So it's  
20 just up to the time to the implementation date  
21 is the costs that they should be incurring --  
22 receiving

Q So let's assume you had ELCS  
24 established between two exchanges, say, some  
25 time in 1995, and that some time thereafter

1 competition came to the telecommunications  
2 industry, and as a result, some of the customers  
3 that the ILEC had on, say, the petitioning  
4 exchange are now served by a CLEC Are you with  
5 me?

A I'm with you

Q In that situation, would the ILEC be  
8 able to come back to the Commission and say,  
9 "I'm no longer -- I want to get additional lost  
10 toll revenues because I no longer have a bunch  
11 of customers that are now served by CLECs?"

A Right To answer your question, I  
13 would say that's not necessarily my expert -- my  
14 area of expertise as far as the ELCS, the lost  
15 toll of it Usually I've done the switching and  
16 facilities cost when I provided --

Q I thought I understood your answer to  
17 me that the lost toll number is fixed

A I wasn't speaking necessarily -- right,  
20 and I know what you're saying I wasn't  
21 necessarily speaking to just lost toll In the  
22 general sense, yes, but specifically for lost  
23 toll, I couldn't provide you with an answer

I've never provided testimony as to  
25 lost toll I usually provide testimony to

1 everything else except for lost toll So I  
2 wouldn't want to comment on lost toll because I  
3 think it's -- from my understanding, there's a  
4 lot of variables that go into lost toll and  
5 other pools, and it's a lot of stuff that goes  
6 into there that I just couldn't answer that  
7 question with a yes or a no

Q If an ILEC loses customers to a CLEC  
9 and if traffic no longer goes over ELCS trunks,  
10 would you expect the ILEC's costs of providing  
11 ELCS to go up or down?

A I think you -- you really couldn't  
13 answer that because it just depends if the ILEC  
14 could purport more costs -- additional costs if  
15 for some reason the existing customers --  
16 customers that are still left there are calling  
17 more or if it's a different type of service It  
18 could be one or the other

Q Let me add an additional part to the  
20 question. If the ILEC loses customers and yet  
21 the total traffic over the ELCS trunks goes  
22 down, would you expect the costs to go up or  
23 down?

A I think you would expect them to go  
25 down

MR MCCOLLOUGH Thank you Pass

the witness  
JUDGE WALSTON Anything else,

Mr Stewart?

MR STEWART Nothing further

JUDGE WALSTON Thank you,

Mr Kelsaw

A Thank you

JUDGE WALSTON Appreciate it  
10 Why don't we go off the record for a minute?

(Discussion off the record)

(ASAP Exhibit No 43 marked)

JUDGE WALSTON We'll go back on  
14 the record at this time ASAP has called

9 carrier, similar to ASAP, if ASAP is allowed to  
10 do what they want to do, but I think if they're  
11 not allowed to do what ASAP wants to do, then I  
12 think you could argue that there is some  
13 discrimination there, and if you're saying that,  
14 well, if ASAP is allowed to charge seven dollars  
15 versus what Southwestern Bell is allowed to  
16 charge seven dollars and you're just talking  
17 about this one particular seven dollars -- but I  
18 think it's bigger than that, but I only  
19 mentioned in here just saying that -- I  
20 mentioned the seven-dollar fee as my  
21 determination between discriminatory, but I'm  
22 just saying on face value, ISPs feel like  
23 they're being discriminated against if they have  
24 to pay certain fees because of the way that  
25 they're regulated versus these ISPs that go with  
0786  
1 an unregulated company, if they're allowed to do  
2 what they're doing  
3 Q The ISPs have a choice. They can come  
4 get service from ASAP or anybody else who  
5 charges less than Bell, can't they?  
6 A I think if ASAP is not allowed to do  
7 what they're doing, then they won't have that  
8 option. They won't have the choice, and I don't  
9 think there's any other carriers out there that  
10 are doing what ASAP is proposing to do in this  
11 particular case right now -- or I haven't seen  
12 it anyway.  
13 Q Isn't competition supposed to be about  
14 innovation and price alternatives for consumers?  
15 A I would agree, and I would just agree  
16 that EICS is -- there is supposed to be  
17 competition, but I just think once you throw  
18 EICS into it, then you muddy the waters a bit,  
19 and it is not as crystal clear.  
20 MR MCCOLLOUGH Pass the witness  
21 JUDGE WALSTON: Okay. Any  
22 redirect?  
23 BY MR STEWART:  
24 Q Mr. Kelsaw, when you were answering the  
0787  
1 recent questions about competitive disadvantage  
2 from Mr. McCollough, just to clarify, you were  
3 carrying through those -- all those  
4 hypotheticals an assumption regarding lost toll  
5 and expenses as well as just a revenue  
6 difference, the seven dollars you mentioned is  
7 that right?  
8 A That's correct. That's correct.  
9 Q When you were asked a question by  
10 Mr. McCollough to which you responded something  
11 along the lines of "We don't regulate EICS  
12 tariffs," in response to questions about an EICS  
13 fee or something like that -- a question about  
14 being in a EICS tariff, was your response -- you  
15 were responding to questions about -- you were  
16 not indicating that the Commission doesn't

7 review those proposed tariffs at all. Right?  
18 You were simply kind of responding --  
19 MR MCCOLLOUGH Objection.  
20 reading  
21 Q (By Mr. Stewart) In terms of reviewing  
22 EICS tariffs, your answers had to do with  
23 looking for some EICS fee. Is that  
24 correct?  
25 MR MCCOLLOUGH That's still a  
0788  
1 reading question  
2 JUDGE WALSTON Let him clarify  
3 what his testimony was. Try not to lead him  
4 that is a leading question. Can you answer  
5 that, Mr. Kelsaw?  
6 A That would be correct. My testimony  
7 referenced the EICS's tariff, the line item of  
8 an EICS fee being permitted to be added onto  
9 that -- in that tariff, I don't think the  
10 Commission would allow that. I don't think a  
11 EICS could come in, and we do, I guess, do a  
12 cursory review of tariffs, but a EICS would not  
13 be allowed to charge an expanded local calling  
14 service fee in that tariff.  
15 Q (By Mr. Stewart) In regard to  
16 Southwestern Bell's -- one of the questions you  
17 were asked involved ASAP Exhibit 14A, the SMT  
18 affidavit in Project No. 13267. Is it your  
19 understanding that that EICS petition and  
20 approval occurred before or after the Texas  
21 Legislature and the U.S. Congress allowed for  
22 petition in local service?  
23 A After  
24 Q Wait. Did the -- did the EICS petition  
25 and approval occur before or after the state and  
0789  
1 federal competition statutes passed?  
2 MS BROWN Your Honor, I have a  
3 question. There was a reference to Exhibit  
4 14A -- ASAP Exhibit 14A. I am not sure -- is  
5 this -- is the December 23rd filing marked as  
6 14A or --  
7 JUDGE WALSTON That's 14A  
8 MS BROWN I had thought it was  
9 marked as 14  
10 MR STEWART My understanding is  
11 14 was the roughly two pages that was not  
12 admitted, and then 14A is the one that was  
13 offered today and was admitted -- or at least  
14 was referred to  
15 JUDGE WALSTON It was admitted  
16 for the limited purpose of showing what  
17 Southwestern Bell represented there  
18 MS BROWN. The question just  
19 confused me because it referred to "an affidavit"  
20 was marked as 14A. " I don't have an affidavit  
21 marked  
22 JUDGE WALSTON I think it was  
23 just the certified copy of it. I assume that's  
24 what you're referring to

19 that put the ISP at a competitive advantage  
20 vis-a-vis the ISPs that continue to be served by  
21 the ILEC?

22 JUDGE WALSTON I think this is  
23 getting kind of repetitive now

24 MR. MCCOLLOUGH I'm sorry

25 JUDGE WALSTON I think we're

0781

1 getting kind of repetitive now You've asked  
2 that question three or four times previously

3 MR. MCCOLLOUGH Okay

4 Q (By Mr. McCollough) Do you know what  
5 CenturyTel charges for ISPs for ISDN PRI service  
6 in San Marcos?

7 A No, I don't

8 Q Can you assume that it's around \$1,500?

9 A I couldn't make an assumption I don't  
10 know

11 Q Do you know what Southwestern Bell  
12 charges ISPs for ISDN service in Lockhart?

13 A No, I don't

14 Q Can you assume it's around \$750?

15 A I don't know

16 Q Can you just assume that?

17 JUDGE WALSTON Are you asking him  
18 to assume for purposes of the hypothetical  
19 question?

20 MR. MCCOLLOUGH Yes

21 Q (By Mr. McCollough) Do you know what  
22 ASAP charges its ISPs that have Lockhart  
23 numbers?

24 A No

25 Q Can you assume that it's less than

0782

1 \$500?

2 MS. BROWN Your Honor, those  
3 numbers are in evidence, and I think for  
4 purposes of a hypothetical, if we're going to go  
5 down this road, we ought to use the numbers that  
6 are in evidence

7 JUDGE WALSTON I don't know what  
8 he's leading go up to Are you leading up to a  
9 hypothetical question?

10 MR. MCCOLLOUGH I'm trying to get  
11 some round numbers

12 JUDGE WALSTON I guess my  
13 question is what's the purpose of his assumption  
14 then?

15 MR. MCCOLLOUGH It relates to his  
16 testimony on Paragraph 12 regarding competitive  
17 advantage, Your Honor

18 JUDGE WALSTON Are you leading up  
19 to a question to ask?

20 MR. MCCOLLOUGH I am

21 JUDGE WALSTON Well, let's get on  
22 with the question

23 Q (By Mr. McCollough) If ASAP charges  
24 one-third of what CenturyTel charges to ISPs for  
25 ISDN PRI and two-thirds of what SWBT charges

0783

1 ISPs for ISDN PRI, doesn't that give the ISPs  
2 that ASAP provides a competitive advantage?

3 MS. BROWN: Your Honor, the way  
4 the question is stated it's not stated as an  
5 assumption.

6 JUDGE WALSTON Did you ask him to  
7 assume those facts?

8 Q (By Mr. McCollough) Assume it, please.

9 JUDGE WALSTON Do you understand  
10 the question, Mr. Kelsaw?

11 A I believe I understand it If ASAP

12 ISDN's PRI service was one-third of what  
13 Southwestern Bell --

14 Q One-third of Century

15 A Okay -- is one-third of Century, and  
16 then you're saying Southwestern Bell's is  
17 two-thirds --

18 Q ASAP is two-thirds of Southwestern --

19 A Right Would that be equal to --

20 Q Is that a competitive advantage for the  
21 ISPs that receive service from ASAP?

22 A Right, and I would say you could  
23 probably make that assumption, but I would just  
24 say that my testimony wasn't even, I guess,  
25 going as far as -- and trying to say make

0784

1 carriers whole or -- I was just saying on the  
2 perception that carriers are perceiving that,  
3 well, if a particular service -- and they're  
4 locked into it They don't have a choice I  
5 think that's, I guess, maybe something I didn't  
6 bring out, that ASAP customers have a choice  
7 where these other carriers don't even have a  
8 choice to go to another carrier for this  
9 particular type of service, and I guess that's  
10 where my testimony directed that -- you know,  
11 more so than just saying seven dollars and seven  
12 dollars

13 Q You're saying "carriers," but you  
14 really mean ISPs -- right -- or maybe I'm  
15 misunderstanding your testimony

16 A Right, right I'm just saying at face  
17 value ISPs -- the ISPs feeling that, okay, if an  
18 ISP -- you have ISP A You have ISP B Me, as  
19 ISP B, I have to pay -- because of the way the  
20 rules are written, I have to pay certain dollar  
21 amounts to, say, Southwestern Bell for these  
22 services that I receive, whereas, ILEC A, if  
23 they have services through ASAP, they might not  
24 have to pay, and I don't have a choice I have  
25 to pay, and what you're saying is, okay, well,

0785

1 if -- I'm just saying that these other ISPs  
2 don't have a choice that these other carriers  
3 will be allowed

4 So I mean that's basically my  
5 testimony, is what I was trying to say as far as  
6 just the seven dollars versus the seven dollars  
7 because I think in one -- the ISPs, they don't  
8 have a choice unless they would go with a

3 impose an ELEC fee only upon demonstration of a revenue requirement isn't that correct?

4 Are you referring to a surcharge case, or are you referring to just ELCs just in general because --

7 Q The basic fee, seven dollars

8 A Right. The basic fees is based upon a revenue requirement, but it's something that the Commission -- when the petition comes in, we don't actually look at the costs. If a carrier says, "Our revenue requirement is X amount of dollars," we just take it on face value that that's what it is for the 3 50 and seven dollars. If they say their cost is above the 3.50 and seven dollars and they come in for a surcharge, then that's where the Commission will actually look at the costs.

19 Q But the ILEC has to come and make a claim that it is actually incurring some costs to provide ELCs -- right -- in order to get the fee regardless of the amount?

23 A That's correct.

24 Q If the ILEC were to come to the Commission and say, "We really don't have any costs in establishing the ELCs -- we have zero costs, but we want to charge a seven-dollar fee," would the Commission let them do that?

3 A I think there's never been a case where there were zero costs associated mainly with facilities, but I think lost toll is always a component. So I think you always can say there's going to be some type of lost toll unless there's some other mechanism to recover the lost toll.

11 Q Let's just assume for a moment the ILEC said, "We have no lost toll. We have no costs in establishing ELCs, but we still want to charge a seven-dollar fee." Would you agree with me the Commission is not going to let them charge the seven dollars?

17 MS. BROWN. Your Honor, I object.

19 asked and answered.

20 JUDGE WALTON. He asked the question, but it wasn't answered. I think your response was that you never heard of a case like that, but if you assume his hypothetical, what would the answer be?

24 A Right, we wouldn't allow for a seven-dollar charge

1 (By Mr. McCollough) So wouldn't you agree with me that it's only proper to have a fee if you have costs to recover?

4 A That would be correct.

5 Q If you have no costs to recover, it's not appropriate to impose a fee. Right?

8 A Right. Like I say, from all of the ELCs petitions I've seen, that's never occurred at the Commission. I think 3 50 and the seven

11 dollars for business line is a maximum. So, I mean, I think some carriers have come in and asked for 30 cents, 20 cents, 50 3 50 is up to a maximum so --

13 Q Did you see Mr. Gaetjen's rebuttal testimony?

16 A I've read portions of it.

17 Q In there he claimed that he had no lost toll and no additional costs associated with providing ELCs service. In that situation, is it appropriate for a CLEC to impose an ELCs fee?

22 CLECs doesn't impose ELCs fees to begin with. A CLEC, I think, on their bill they can't impose, if I'm correct, an ELCs fee, and that's only for the ILECs, the incumbent local exchange carriers in 26 219. It's only pursuant to them So I think a CLEC, if they wanted to charge an additional charge, it would just be in their basic local rate, but I think you couldn't have a mandate because the Commission would never mandate a CLEC imposing 3 50. It would only be to that ILEC, and the order would only address that particular petitioning ILEC.

8 Every time a carrier comes in to an ILEC's territory that ELCs, they don't come in and say, "We need a tariff that imposes a 50-dollar fee." They can charge whatever they want to. We don't regulate the CLECs' tariffs.

13 Q If ASPs were to say, "Well, Mr. Katsam said that I was putting my ISPs in a competitive advantage vis-a-vis the ISPs that Bell serves in Lockhart by not charging this fee, so I'm just going to charge a fee so there's no competitive advantage," if in fact ASP has no costs associated with ELCs and no lost toll to make up, isn't that a windfall to ASP?

21 A You're saying -- right. The seven dollars?

23 Q Yes.

24 A It would be.

0780 Q Are you saying that under no circumstances should an alternative carrier be allowed to charge a customer -- an ISP, for example -- less than an incumbent for an equivalent service?

5 A You mean any services?

6 A Yes.

7 A So your question is saying should they not be allowed to charge something less --

10 Q Yes.

11 A -- than what the ILEC charges?

12 Q Yes.

13 I don't think there's any rule that prohibits that.

14 Q To the extent a CLEC comes in and charges less than the ILEC -- let's say it's an ISP. Let's say the CLEC charges the ISP seven dollars less than the ILEC in an area. Doesn't

13 have facilities in another location besides  
14 where this NXX codes relies, then if that would  
15 be considered ELCS, then I guess you could  
16 assume that if ASAP would charge its customers  
17 the seven-dollar fee -- and I still don't know  
18 if that would be an equal wash or not I'll  
19 just put it like that, because I think people  
20 still could still say that for some reason --  
21 maybe it's not the seven-dollar fee or something  
22 else but something I haven't stated in my  
23 testimony that they would say they're at a  
24 disadvantage

25 Q Well, first of all, the disadvantage is  
0772

1 because one ISP is paying the seven-dollar fee  
2 and another is not Right?

3 A Right, right

4 Q The disadvantage -- presence or lack of  
5 this disadvantage isn't affected by whether that  
6 seven dollars is kept by ASAP -- let me back up

7 You can remove that competitive  
8 disadvantage that you testified to if ASAP were  
9 to charge its ISPs the seven dollars Right?

10 A I guess specifically to what I speak to  
11 in the testimony, you could say that

12 Q That disadvantage is gone regardless of  
13 whether ASAP ultimately pays the money to Bell  
14 or keeps it Isn't that true?

15 A I think it would -- I still -- I  
16 hesitate to answer because I think it would  
17 depend on the network -- the type of network  
18 configuration that is applied Just to say that  
19 if calls are being transported in one way and it  
20 doesn't matter to Southwestern Bell is -- as  
21 you're saying, if they're losing customers, but  
22 I think if Southwestern Bell is still the  
23 carrier, that it has facilities in place that  
24 are transporting these calls, then it would  
25 still be somewhat of a disadvantage to where  
0773

1 Southwestern Bell should be compensated

2 Q Let's try to separate this You were  
3 testifying on Page 12 of the competitive  
4 advantage that one ISP would have as compared to  
5 another when ASAP's ISP does not pay the  
6 seven-dollar fee and SWBT's ISP does pay the  
7 fee Isn't that what you're testifying to on  
8 Page 12 of your testimony?

9 A Right, but within that it still would  
10 include -- what I'm saying is a disadvantage is  
11 if Southwestern Bell in some way -- not on a  
12 customer -- necessarily customer basis, but if  
13 ASAP is allowed to do what they want to do in  
14 their network configuration and then somehow  
15 Southwestern Bell is, as a byproduct, having an  
16 additional costs that it can't pass on to anyone  
17 else, then -- because, for instance, if more  
18 ISPs would move into Lockhart and they were  
19 Southwestern Bell customers, so Southwestern  
20 Bell at that point would have more traffic over

21 its network so it's going to incur more costs

22 So based upon that, it would be

23 receiving the seven dollars from these other  
24 ISPs. So in the same vein, if ASAP was allowed  
25 to come in and do that, if they are providing  
0774

1 more traffic over the network but they're  
2 keeping the seven-dollar fee, then I say as far  
3 as the customer is concerned, seven dollars  
4 versus seven dollars, maybe take that  
5 disadvantage away, but then I think Southwestern  
6 Bell could still say it's still a disadvantage  
7 to them because they are losing revenue based  
8 upon costs they can't recover unless they would  
9 come in for an additional surcharge case.

10 Q The costs that they can't recover are  
11 related to the transport over the ELCS trunks  
12 Right?

13 A Right, right, and I guess to -- I think  
14 I know where you're going Just to answer the  
15 question, if ASAP had trunks from San Marcos to  
16 Lockhart -- say if ASAP had its own trunks from  
17 San Marcos to Lockhart, and by doing that they  
18 were able to get the calls routed to Austin,  
19 then at that point, I think if ASAP charged the  
20 seven dollars, if they could do that, if they  
21 could charge the seven dollars, then there  
22 wouldn't be any competitive advantage at that  
23 point because ASAP now has the trunks -- the  
24 cost of the trunks so Southwestern Bell is not  
25 incurring any additional costs because I believe  
0775

1 in all the stuff that we're talking about here  
2 it's still always using Southwestern Bell's ELCS  
3 facilities, and that's what we're talking about.

4 Q Well, if ASAP instead takes the calls  
5 at Southwestern Bell's Greenwood tandem in  
6 Austin and delivers it to ASAP's switch in  
7 Austin and then does whatever it does to get the  
8 call to its ultimate destination, then Bell  
9 doesn't incur the cost of putting the traffic on  
10 its ELCS trunks, does it?

11 A I don't know if that service would be  
12 considered ELCS either if that was to happen  
13 If it's not going over an ELCS trunk, is it ELCS  
14 service? I think that would be the question,  
15 just like you were talking about the rating and  
16 routing before.

17 You're saying it doesn't matter if it  
18 goes over ELCS trunks or not If it goes over  
19 toll trunks, is that ELCS service? I would say,  
20 no, it's not I mean, I would think that if  
21 some other type of way you're going to use the  
22 mechanism of ELCS and you're go outside the  
23 boundary of what the ILECs have done and you're  
24 going to create another network, I think  
25 somebody could argue that that's not necessarily  
0776

1 ELCS service

2 Q The Commission rules allow ILECs to

23 they were receiving service through Southwestern  
24 Bell, they would be paying seven dollars to Bell  
25 to compensate Bell for implementing this ELCS  
0767  
1 So that's revenue dollars that Bell would be  
2 receiving  
3 So in this case, if ASAP charges seven  
4 dollars, Bell is still not receiving the  
5 compensation for it. I guess you could look at  
6 it, well, would other carriers then in turn say,  
7 "Well, we're now paying the equal fees." I  
8 still think it's not appropriate because I think  
9 it still would be that Southwestern Bell is  
10 still losing revenue dollars that it would be  
11 gaining from the ISPs that were locally residing  
12 in Lockhart.  
13 Every time an incumbent carrier loses a  
14 customer to a competitor, it loses the revenue  
15 of that customer, doesn't it?  
16 A Right, but I don't even think -- well,  
17 I guess that -- if you're saying that -- I guess  
18 I would believe that if ASAP was operating in --  
19 I guess the way that the network is configured,  
20 if ASAP had their switch located in Lockhart and  
21 they were receiving -- okay  
22 I guess the question would be, "What  
23 type of service would they be receiving?" Would  
24 they be receiving any type of services from  
25 Bell?" If they were receiving services from  
0768  
1 Bell on the local basis -- just, for instance, a  
2 CLCS, a CLCS has to pay the 3.50 and seven  
3 dollars per business line for areas, and that is  
4 correct. A CLCS has to -- if a CLCS operates in  
5 the area, if you look at the 271, certain times  
6 that they purchase, they surcharge that fee.  
7 The 3.50 and seven dollars is in there, and  
8 CLCSs have to pay that. They can either pass  
9 that on to the customers, or they can eat that  
10 cost, and that's in 271  
11 Q That's in the 271 -- what do you mean  
12 by 271?  
13 A Well, Southwestern Bell 271 -- for them  
14 to get into the long distance, the agreement  
15 that was made was that they have to -- on those  
16 lines that are resold -- say, for instance, if  
17 it's just a resale basis, then they don't have a  
18 choice, you know, on a resale I guess it's  
19 resale, is what I'm speaking to, if they're  
20 reselling the services of, say, Southwestern  
21 Bell. If they're a facilities carrier, then  
22 they wouldn't have to pay the 3.50 and seven  
23 dollars, it's a facilities-based carrier  
24 So your statement that a CLCS has to  
25 pay Bell the ELCS fee pertains to when the CLCS is  
facilities based. Right?

5 A I don't know if UNE-P -- I'm not sure  
6 how the UNE operates either. I'm not sure if on  
7 the UNE or UNE-P basis if that fee is assessed  
8 or not. I think pure facilities based you have  
9 your own switch. You have your own trunks  
10 Nothing goes through Southwestern Bell, and then  
11 they don't have to pay the fee, but I'm not sure  
12 though -- for sure, but even on the UNE basis  
13 there might be some type of fee, but I know  
14 there are instances where the CLCSs pay, and it  
15 might just be resale or UNE-P that they do pay  
16 the 3.50 and seven, and they either make the  
17 choice to pass it on to their subscribers or  
18 not.  
19 Q So while you think this may be the case  
20 with the resale, you really don't know though  
21 when the CLCS is facilities based, do you?  
22 A Right, right. Pure facilities based, I  
23 don't know.  
24 Q So when the CLCS is facilities based  
25 and takes a -- wins a customer -- let me back up  
0770  
1 for a second  
2 As a general proposition, when a  
3 competitive carrier wins a customer from the  
4 incumbent, isn't the incumbent out the retail  
5 revenues that the customer used to pay the  
6 incumbent?  
7 MS BROWN Objection, Your Honor,  
8 asked and answered.  
9 JUDGE WALSTON I'm not sure he  
10 got an answer.  
11 MR MCCOLLOUGH I don't think we  
12 ever got an answer.  
13 A I guess on a general basis maybe you  
14 could say yes to that question.  
15 Q (By Mr. McCollough) When I was reading  
16 your testimony on Page 12, I never saw any  
17 condition or suggestion that ASAP should not  
18 only charge the ELCS fee but also pay it to  
19 Southwestern Bell. You did not mention that  
20 concept in your direct, did you?  
21 A No, I did not.  
22 Q Let's just talk about charging the ELCS  
23 fee. I read your testimony to say that if ASAP  
24 serves an ISP in the Lockhart area and does not  
25 charge the fee, the ISP is in a -- has a  
1 competitive advantage over the other ISPs in  
2 Lockhart that use Bell and do pay the fee.  
3 Isn't that really what you're really saying?  
4 A Right, and I would say if that  
5 particular service would be allowed to be put in  
6 place like this, I still don't think it's been  
7 really proven that, okay. The way that this  
8 network is configured, would we allow this to be  
9 on the ELCS basis? So I'm just making an  
10 assumption if you're saying -- well, if it is  
11 deemed that this would be considered ELCS and  
12 allow a company to have an NXX code but actually

7 going to pay access charges, that wouldn't be an  
8 ELCS arrangement. So I would, I guess, not  
9 agree that that would be a way of doing it, but  
10 then I think you wouldn't be calling it ELCS at  
11 that point.

12 Q Thank you. You're aware that there is  
13 no express traffic exchange agreement between  
14 CenturyTel and Southwestern Bell for Lockhart  
15 ELCS, aren't you?

16 A Right, and I would agree with that, but  
17 I also would say that there is an order -- I,  
18 mean the Commission order that -- it just says  
19 that for Lockhart, Lockhart has to provide this  
20 ELCS provision or this particular service  
21 between Lockhart and San Marcos. It doesn't  
22 talk about specifics, but it does say that this  
23 should be put in place on a particular date, and  
24 the implementation date that Southwestern Bell  
25 cited to in their filing, that would be the

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1 date. So the Commission is saying that this  
2 ELCS has -- between these two ILECs has to  
3 occur, and on this particular date -- it just  
4 doesn't say how it has to occur.

5 Q You agree with me that there is no  
6 express ELCS agreement between CenturyTel and  
7 Southwestern Bell regarding traffic exchange  
8 between Lockhart and San Marcos, don't you?

9 MS. PROWN: Objection asked and  
10 answered.

11 JUDGE WALSTON: If it is, I lost  
12 it. So go ahead. (Can you answer that question?)  
13 Do you remember the question?

14 A No. I mean, remember it but not in --

15 Q (By Mr. McCollough) There's not an  
16 agreement between Century, is there, and --

17 A I don't think necessarily that there  
18 has to be an agreement between them because a  
19 Commission order has issued that they have to  
20 provide the ELCS.

21 JUDGE WALSTON: Do you still have  
22 quite a bit for Mr. Kelsaw or are you near the  
23 end, or can we take a break now or --

24 MR. MCCOLLOUGH: We can take a  
25 break. I'm shooting really hard to finish and

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1 hopefully give some time for redirect and  
2 everything, but a break would be fine. I've got  
3 two more lines of questions. It shouldn't take  
4 me more than about five or ten minutes.

5 JUDGE WALSTON: We'll take a  
6 15-minute break then.

7 (Recess 4:12 p.m. to 4:28 p.m.)

8 JUDGE WALSTON: Okay. We'll go  
9 back on the record. Mr. McCollough, you can  
10 continue.

11 Q (By Mr. McCollough) Mr. Kelsaw, could  
12 you turn to Page 14 of your testimony? I want  
13 to visit with you a little bit about Lines 8  
14 through 16.

15 If ASAP were to increase its charges to  
16 the ISPs that have or use ELCS, not the  
17 Lockhart, Kyle or Fentress numbers -- if it were  
18 to increase its charges by an amount equivalent  
19 to what the ILEC in those petitioning exchanges  
20 charges for ELCS, would that address your  
21 concern?

22 A So what you're saying is if ASAP was  
23 charging their customers -- business customers  
24 seven dollars per access line or whatever, would  
25 that compensate for this here?

0765

1 Q Yes.

2 A In turn, would they submit that to  
3 Southwestern Bell? I think if they would submit  
4 that to Southwestern Bell, then the answer would  
5 be yes because Southwestern Bell would be the  
6 party that would be receiving this because  
7 they're the petitioning -- their customers  
8 petitioned for the ELCS.

9 So that's part of the reimbursement,  
10 and it is my understanding that the Commission  
11 has actually received a couple of complaints --  
12 and nothing has happened with the complaints --  
13 where carriers that are assessed certain fees,  
14 not only this fee but other fees to operate as  
15 an ISP do not like the fact that other carriers  
16 are able to operate and do the same things  
17 without paying the same amount of fees. So that  
18 is an issue.

19 Q Let's break that up for a second.  
20 First of all, you suggested that if ASAP were to  
21 collect the seven dollars and pay that to Bell,  
22 that would address your concern?

23 A Right, as far as -- I guess as far as  
24 in this particular case here, being  
25 nondiscriminatory and remitting the fee, if the

0766

1 ISP was to locally reside in Lockhart, that  
2 would be correct, because then ASAP would remit  
3 the seven dollars that the ISP would be paying  
4 Southwestern Bell if they physically resided in  
5 Lockhart, the ISP provider, and what I'm saying  
6 is if the ISP provider was a customer of, say,  
7 Bell and they were getting service from Bell,  
8 they would be paying Bell seven dollars per  
9 business line, and so in turn if ASAP charged  
10 its customers seven dollars per business line  
11 and remitted that to Southwestern Bell, then I  
12 think it would be even at that point.

13 Q Well, under what authority would ASAP  
14 have to pay the seven dollars to Bell? That's  
15 not in the ELCS rules, is it?

16 A Right. The only thing the ELCS  
17 requires is that any customer that's operating  
18 in the ILEC's service territory that has ELCS  
19 and they have -- if the ELCS petition has  
20 passed, they have to pay seven dollars per  
21 business line. So the only thing my testimony  
22 is citing to is if there's an ISP provider, if

17 for some reason and the call wasn't completed,  
18 then I think CenturyTel might be liable as to  
19 "okay. Well, why isn't this call being"  
20 know, a customer could question "why isn't this  
21 call being completed?" So I think that -- and  
22 that wouldn't have anything to do with a  
23 monetary gain or anything like that. It's just  
24 providing a particular service to its customers.  
0758 Q Should CenturyTel have any interest in  
1 the nature of the arrangement between ASAP and  
2 Southwestern Bell so long as CenturyTel can hand  
3 off calls to the hut -- the Southwestern Bell  
4 hut in San Marcos and CenturyTel has no cost  
5 impact or cost difference regardless of whether  
6 it goes over ELCS or toll trunks?  
7 MS BROWN Your Honor, I object  
8 to the question because it assumes facts not in  
9 evidence that there's no cost impact to  
10 CenturyTel regardless of how those calls get  
11 transported  
12 MR. MCCOLLOUGH We went through  
13 that in excruciating detail with Century's  
14 witnesses, and it's either established or it's  
15 not.  
16 JUDGE WALSTON It's either  
17 established or it's not, but I do think we're  
18 kind of beating a dead horse, and I'm not sure  
19 this witness is the right one to say what  
20 CenturyTel cares about or doesn't care about  
21 So why don't we go on to something else.  
22 Q (By Mr. McCollough) Let's go to Page 7  
23 of your testimony. You say on Page 12  
24 through 14 of your testimony, "The second  
25 option, which does not require certification, is  
0759 entering into a transport and termination  
2 traffic agreement with an ILBC that provides  
3 ELCS." ELCS traffic is local. Right?  
4 A Toll-free calling, and I think it goes  
5 under the umbrella of local.  
6 Q Under -- I'm sorry.  
7 A You know, I think you could assume that  
8 it's under local, but I think they still always  
9 consider it as a -- somehow a separate service  
10 saying it's toll free, that it's not a toll  
11 call.  
12 Q Under PUC rules, ELCS traffic is local  
13 traffic, isn't it?  
14 A I guess if you could cite me to the  
15 rule -- which rule? It might be.  
16 (Brief pause)  
17 Q (By Mr. McCollough) Mr. Kelsam, I'm  
18 going to show you PUC Substantive Rule 26.5, Sub  
19 (11), definition of a local call and ask you  
20 just to confirm for me that the definition of a  
21 local call includes calls which are made toll  
22 free through a mandatory extended area service  
23 or expanded local calling proceeding  
24 A Yes, that's what the definition says

25 Q So you're recommending that CMRS  
0760 carriers can enter into a transport and traffic  
2 agreement with an ILBC, and my question was that  
3 would be for local calls. Correct?  
4 A I think this would be for ELCS calls  
5 in this particular case. I don't know if it  
6 would include all local calls, but ELCS in this  
7 particular case  
8 Q Which are local calls?  
9 A Right, which falls under the umbrella  
10 of local calls, that's correct  
11 Q In your opinion, where you have a CMRS  
12 carrier that chooses to not become a CLBC,  
13 should it be required to pay access charges to  
14 the originating ILBC in order to avoid having  
15 the ILBC impose long distance charges on the  
16 ILBC's users in order to participate in ELCS  
17 service?  
18 MS BROWN Your Honor, I object  
19 to the question because it's -- it assumes that  
20 the service at issue here is ELCS, and that is  
21 one of the issues that is in dispute  
22 JUDGE WALSTON: I think he's just  
23 asking him a hypothetical question. I don't  
24 think it related to this case  
25 MS BROWN I'm not sure. If it's  
0761 hypothetical, yes  
1 Q (By Mr. McCollough) Do you remember  
2 the question?  
3 A No. Well, I guess to answer  
4 the question and just make sure that I  
5 understand it, at, you're saying that if a proper  
6 guess a toll call being used over a particular  
7 network in lieu of ELCS -- I mean, is it proper  
8 for the company, I guess, to -- this other  
9 option that they're trying to do in lieu of  
10 ELCS. I mean -- I guess as that the --  
11 Let's set the stage here. Let's say  
12 you've got a CMRS carrier that doesn't want to  
13 become a CLBC, but they want to participate in  
14 an ELCS calling arrangement. So that CMRS says,  
15 "Okay, well, Mr. Kelsam told us in the ASAP case  
16 that one option -- that the option we have is we  
17 don't want to be certificated as to enter into a  
18 transport and termination traffic agreement with  
19 the ILBC." Okay?  
20 A Okay.  
21 Q So would it be proper for the ILBC to  
22 demand that the CMRS carrier pay the price of the CMRS  
23 ILBC access charges as the price of the CMRS  
24 carrier participating in ELCS?  
25 A Right, and I think the transport and  
1 termination traffic agreement that I'm talking  
2 about here would not be the same type of  
3 agreement because I think that agreement that  
4 you're talking about would not be an ELCS  
5 agreement between -- if the CMRS carrier is

1 facilities to allow them to have only the one  
2 switch in Lockhart that could receive calls from  
3 Kyle, Fentress, then they wouldn't have to have  
4 a switch in each one of those

5 So I'm not saying that they have to  
6 have a switch in each one. The only thing I'm  
7 saying is that they should have some way of  
8 transporting these calls to their switch if it's  
9 not located in the area that they have this NXX  
10 code for

11 Q (By Mr. McCollough) To summarize on  
12 that, you don't know what that way is, do you?  
13 You don't know how, on a network-engineering  
14 basis, we would be able to pull calls off from  
15 these ELCS trunks to transport them back to our  
16 switch in Austin?

17 A It is my understanding in Kyle and  
18 Fentress -- I've had meetings with some of the  
19 Verizon experts that talked about this  
20 particular -- and maybe it wasn't ASAP. It was  
21 another carrier in this particular instance, and  
22 my understanding from those meetings is there  
23 could be some type of transport -- leased  
24 transport facilities that ASAP could purchase to  
25 allow this to happen to where they wouldn't have

0754  
1 to have a switch in each one

2 So I'm not saying that I know exactly  
3 what that network configuration would be, but it  
4 was my understanding that there is something out  
5 there that ASAP could purchase to allow them to  
6 participate in ELCS without having to have a  
7 switch located in each area

8 The way they are positioned right now,  
9 they could have those calls transported to them  
10 in some fashion. I just don't know exactly what  
11 that is, but it's my understanding that it is  
12 possible

13 Q Mr. Kelsaw, would you agree with me  
14 that a CMRS is a co-carrier or a peer of the  
15 incumbent LECs?

16 A I don't know in what reference that is,  
17 but I have seen documents that reference a  
18 wireless interconnection from the FCC that talks  
19 about co-carrier peers. That's what they  
20 recognize

21 Q Why should a co-carrier have to buy a  
22 service from an ILEC, its co-carrier, in order  
23 to receive calls originated by that ILEC?

24 A In my opinion, in looking at this,  
25 CenturyTel is originating the calls, but then

0755  
1 the way the network is configured, Southwestern  
2 Bell is transiting the calls. So in this  
3 instance, Southwestern Bell -- you have an  
4 interconnection agreement or some type of  
5 agreement -- not interconnection agreement --  
6 some agreement with Southwestern Bell

7 So Southwestern Bell is the carrier  
8 that is transiting the calls. Southwestern Bell

9 is not originating the calls. So that why I  
10 don't, I guess, agree with the statement that  
11 you're saying, is because Southwestern Bell, in  
12 this instance, is not originating the call.  
13 It's CenturyTel who is originating the call.  
14 Southwestern Bell is transiting the call from  
15 the CenturyTel user.

16 Q ASAP has some arrangement with  
17 Southwestern Bell that somehow gets the calls  
18 from San Marcos through the Greenwood switch to  
19 the ASAP switch. Right?

20 MS. BROWN Your Honor, I object  
21 because the question assumes facts not in  
22 evidence

23 JUDGE WALSTON The witness can  
24 say if he knows or not.

25 A Right. In just my reading of -- and I

0756  
1 guess there -- to me -- and I'm not sure if ASAP  
2 is purchasing from a particular tariff, but the  
3 tariff that I looked at that talked about this  
4 Type 2A interconnection that sometimes has been  
5 referred to, it is my understanding that that  
6 only allows Southwestern Bell-originated calls  
7 to -- and I might be incorrect -- but it's my  
8 understanding that it only allows for  
9 Southwestern Bell-originated calls to be  
10 transported over this network, not necessarily a  
11 CenturyTel customer calling in

12 I don't know if that really allows for  
13 that, and that was one of the questions I have  
14 or I still have. If it is indeed provisioned --  
15 the service that ASAP has purchased from  
16 Southwestern Bell through this tariff, are they  
17 allowed to receive these transiting calls at no  
18 extra cost to the carrier, and I don't know the  
19 answer to that question.

20 Q (By Mr. McCollough) Let me disabuse  
21 you of the notion that ASAP is buying a service  
22 under that tariff, and let me ask you to assume  
23 that ASAP has arranged, in some fashion, for  
24 transit by Bell of calls that go to the  
25 Greenwood tandem. Just assume that. Okay?

0757  
1 A (Indicating yes)

2 Q What difference does it make to  
3 CenturyTel of the kinds of arrangement that ASAP  
4 may have with SWBT if there is no cost  
5 difference? Let me rephrase the question

6 Should CenturyTel have any interest in  
7 the type of arrangements that ASAP has made with  
8 Southwestern Bell, unless it has a cost impact  
9 on Century?

10 A Well, I would say CenturyTel, as a  
11 carrier for its customers -- if its customer  
12 dials particular number, which I guess if you  
13 would look at the tariff they would say, "Okay,  
14 there's ELCS or expanded local calling to a  
15 particular that I can call this particular area  
16 on a toll-free basis," and if I call the area

11 you're just saying the only other way to be able  
12 to do that is with some type of -- being able to  
13 take it off the ELCS trunk to -- but what I  
14 don't know is if somehow the ELCS trunk -- that  
15 trunk group itself is able to -- I don't know --  
16 is able to just go directly -- say, if ASAP has  
17 some type of -- you're referring to that ASAP  
18 switch is located in Austin where there's no  
19 other -- you're not going to use Southwestern  
20 Bell's end office to route the call, and I don't  
21 know if there -- if that's the only one I  
22 don't know if I don't know if that would be the  
23 only option out there  
24 Q We're talking about -- let's assume  
25 that the ELCS trunks between San Marcos and  
1 Lockhart are physically run through Austin  
2 Let's just assume that for a minute -- okay --  
3 not that they're switched at the tandem but that  
4 the route -- the physical route goes through  
5 Austin Let's just assume that. Can you?  
6 A Okay  
7 Q You're suggesting that ASAP should have  
8 the transport go from -- with that assumption  
9 that ASAP should have transport occur between  
10 San Marcos and Lockhart via Austin and then take  
11 the calls and transport them back to Austin?  
12 Doesn't that seem a little inefficient?  
13 A So you're saying that a call in San  
14 Marcos, if it was direct -- it was going through  
15 Austin -- to Austin on route to Lockhart, and  
16 then you're saying, well, if you have that  
17 transport to go back to Austin, that that would  
18 be inefficient? That's what you're asking me?  
19 Q Isn't that inefficient, to have  
20 transport that goes from Austin to Lockhart and  
21 then back to Austin again?  
22 A I mean, I guess I wouldn't know what's  
23 efficient because in my mind if the switch --  
24 ASAP's switch was located in Lockhart, then  
25 it -- the same thing that you're saying if that  
1 would occur, then would that be inefficient? I  
2 mean, I think it's just the way that the network  
3 is designed now. So I really don't know if it's  
4 inefficient or not. It's just based upon the  
5 way ASAP has positioned its switch and the  
6 numbers that it has -- these NXX codes that it  
7 has derived in the Lockhart exchange. So that's  
8 what the case is about, but, I mean --  
9 Q So let's move ASAP's switch. Let's go  
10 to the time, expense and trouble of moving  
11 ASAP's switch from Austin to Lockhart. That  
12 solves the problem for Lockhart, doesn't it?  
13 A Right, if they had a switch there.  
14 Q So when there's a call from San Marcos  
15 to Kyle, do we have to run with the switch over  
16 to Kyle to take the call?  
17 MS. BROWN Your Honor, I'm going  
18 to object to this line of questioning

14 Mr McCollough, I'll rephrase the  
20 assumes there's only one way to get these calls  
21 between the two exchanges, and I think the  
22 witness has said several times that he's not  
23 sure that that's the only way, and it seems to  
24 me here that that's simply argumentative and  
25 not particularly helpful at this point  
1 MR MCCOLLOUGH I'll rephrase the  
2 question  
3 Q (By Mr McCollough) We've moved the  
4 switch to Lockhart. Are we also going to have  
5 a switch in Kyle for ELCS?  
6 MS. BROWN Your Honor, I object  
7 to that question because it's unclear what  
8 assumptions are associated with that question  
9 I think the  
10 witness has talked about putting a switch in  
11 Lockhart I think he's just asking "do we also  
12 have to put one in Kyle?"  
13 MS. BROWN I think what  
14 Mr McCollough is trying to get to is to say in  
15 order for us to be able to claim that these NXXs  
16 are properly associated with Kyle, Lockhart or  
17 Fortress exchanges and to get ELCS -- allow  
18 calls to those numbers on an ELCS basis, would  
19 we have to have the switch there, but using a  
20 very shortened form of those assumptions, it's  
21 not going to be clear what Mr McCollough is  
22 asking or what the witness is responding to  
23 MR MCCOLLOUGH I appreciate  
24 Ms Brown asking her question. However, that's  
25 not my question. My question relates to  
1 Mr Kelsaw's testimony. He suggested --  
2 JUDGE WALSTON I'll overrule the  
3 objection. Go ahead and ask your questions  
4 Did you understand the question? I think it was  
5 do you also -- are you also saying you've got to  
6 put a switch in Kyle?  
7 A Right, and I'm not saying that they  
8 have to put a switch anywhere, and I think it  
9 just depends on the type of service that they're  
10 receiving from Southwestern Bell in this  
11 instance. That is a reason why -- like, there  
12 are different types of services that they can  
13 receive, as my understanding through the FCC,  
14 and I think one is this Type 1 interconnection  
15 where they could have interconnections in all  
16 the end offices if they wanted to, but then they  
17 chose Type 2, which allows this interconnection  
18 at the tandem  
19 So I'm not -- I'm just saying that one  
20 of the options would be if it would be  
21 simpler if they had a switch in Austin, but I'm  
22 not saying, "Okay, well, if you had a switch in  
23 Austin, then would you also have a switch in  
24 Kyle or Fortress?" I think if they  
25 had some type of way that they had transport

5 Ms Smith  
6 Mr McCollough, let me ask you this  
7 Going back to the transcript, what did we do on  
8 this -- what did I do on this exhibit back --  
9 was it admitted?  
10 MR McCOLLOUGH It was admitted  
11 I will be happy to show you the transcript page,  
12 Your Honor  
13 JUDGE WALSTON Okay  
14 MR McCOLLOUGH It appears on  
15 Page 380 of the transcript And here it is An  
16 offer was made, and I offered it contingent on  
17 verification by Ms Brown.  
18 JUDGE WALSTON Okay  
19 MR McCOLLOUGH: And your ruling  
20 was that it would be admitted subject to  
21 verification by counsel.  
22 JUDGE WALSTON Okay Well, at  
23 least if I understand CenturyTel's position now,  
24 you're not denying that it's a genuine document --  
25 MS BROWN That's correct  
0887  
1 JUDGE WALSTON -- that he had  
2 authority to -- did not have authority to sign  
3 it?  
4 MS BROWN That's correct  
5 JUDGE WALSTON Okay Well,  
6 Exhibit 19, just so the record is clear, will be  
7 admitted for all purposes. And I think his  
8 authority or lack of authority just goes to the  
9 weight that should be given to the exhibit  
10 (ASAP Exhibit No 19 received)  
11 MS BROWN I agree, Your Honor  
12 JUDGE WALSTON Is that  
13 satisfactory, Mr McCollough?  
14 MR McCOLLOUGH I think's a  
15 proper ruling  
16 JUDGE WALSTON Okay Anything  
17 else from the parties?  
18 MR McCOLLOUGH One last  
19 question Did you admit 45?  
20 JUDGE WALSTON Yes.  
21 MR McCOLLOUGH Okay Thank you  
22 JUDGE WALSTON Well, I appreciate  
23 all the parties' hard work It's an interesting  
24 case, to say the least When I try to explain  
25 these to some of my friends, I tell them it's  
0888  
1 interesting in an esoteric sort of way  
2 (Laughter)  
3 But, anyway, I appreciate all the  
4 parties' cooperation, and we'll go off the  
5 record at this time  
6 MS BROWN Thank you  
7 (Hearing concluded 10 55 a m )  
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1 C E R T I F I C A T E  
2 STATE OF TEXAS )  
3 ) SS  
4 COUNTY OF TRAVIS )  
5 We, Rachelle Latino, Evelyn Coder and  
6 Aloma J. Kennedy, Certified Shorthand Reporters  
7 in and for the State of Texas, do hereby certify  
8 that the above-mentioned matter occurred as  
9 hereinbefore set out  
10 WE FURTHER CERTIFY THAT the proceedings  
11 of such were reported by us, later reduced to  
12 typewritten form by us and that the foregoing  
13 pages are a full, true, and correct  
14 transcription of the original notes  
15 IN WITNESS WHEREOF, We have hereunto  
16 set our hand and seal this 26th day of November  
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Rachelle Latino  
Certified Shorthand Reporter  
CSR No 6771 - Expires 12/31/03  
Kennedy Reporting Service, Inc.  
1801 Lavaca Street, Suite 115  
Austin, Texas 78701  
  
Evelyn Coder  
Certified Shorthand Reporter  
CSR No 2845 - Expires 12/31/03  
Kennedy Reporting Service, Inc  
1801 Lavaca Street, Suite 115  
Austin, Texas 78701  
  
Aloma J Kennedy  
Certified Shorthand Reporter

CSR No. 494 - Expires 12/31/02  
Kennedy Reporting Service, Inc  
1801 Lavaca Street, Suite 115  
Austin, Texas 78701

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